

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: September 23, 2014

SUBJECT: ADOPT RESOLUTION NO. 14-64 APPROVING THE MEASURE J PROGRAM 28a COOPERATIVE AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND AMENDING THE ADOPTED MUNICIPAL BUDGET FOR FISCAL YEAR 2014-15, INCLUDING THE TEN-YEAR FINANCIAL FORECAST AND THE CAPITAL IMPROVEMENT PROGRAM, TO ACKNOWLEDGE THESE ADDITIONAL FUNDS

Report in Brief

In April 2014, Community and Economic Development (CED) staff developed a proposal to augment the Measure J return-to-source funds that the City of Concord and other Central County jurisdictions receive annually from the Contra Costa Transportation Authority (CCTA) to pay for local street maintenance and improvements. The proposal consisted of a financial plan to utilize Line Item 28a (Sub-regional Transportation Needs for Central Contra Costa County) of the voter-approved Measure J Strategic Plan as a supplemental revenue source to the return-to-source funds.

The Regional Transportation Planning Committee for Central County (TRANSPAC) has approved this proposal and referred it to the local jurisdictions and CCTA for consideration and approval of a cooperative agreement to enable the TRANSPAC jurisdictions to utilize Measure J 28a funds as an annual revenue stream to pay for local street maintenance and improvements.

Staff recommends that the City Council adopt Resolution No. 14-64 approving the Measure J Program 28a Cooperative Agreement and authorizing the Mayor to sign the agreement; and amending the adopted Municipal Budget for Fiscal Year 2014-15, including the Ten-Year Financial Forecast and the Capital Improvement Program, to acknowledge these additional funds.

Background

The City's Transportation Manager, Ray Kuzbari, recently identified a Measure J program (Line Item 28a, Sub-regional Transportation Needs for Central Contra Costa County) that has been unutilized since Measure J went into effect in April 2009 and has accumulated a fund balance of \$1.55 million. This program accrues approximately \$600,000 annually from Measure J revenues, which is credited to the program account in October of each year.

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The City of Concord is scheduled to receive \$1.65 million in Measure J return-to-source funds in 2014 and \$1.66 million in 2015. Return-to-source funds are used by the City to pay for local street maintenance and transportation related Capital Improvement Program (CIP) projects. Given the City's extensive program of CIP projects and growing demand for road maintenance and repair, return-to-source funds have not been sufficient over the years to meet the City's increasing obligations, even when combined with other outside funding sources and competitive grants.

Consequently, Mr. Kuzbari has proposed a plan to augment the return-to-source funds for all Central County jurisdictions (including the Cities of Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the unincorporated area of Central County) by utilizing Program 28a as a supplemental return-to-source fund. The funds would be divided among the Central County jurisdictions based on population and road miles. The City of Concord would receive the lion's share of these funds at approximately 37%, based on these factors.

The TRANSPAC Technical Advisory Committee (TAC) reviewed this plan on May 22, 2014 and expressed strong support for it. Subsequently, the plan was reviewed and approved by TRANSPAC on June 12, 2014. A cooperative agreement was then formulated in coordination with CCTA to define a framework to enable the TRANSPAC jurisdictions to utilize Measure J 28a funds as a regular stream of funds annually. The proposed agreement is included in Attachment 1. The agreement was reviewed by TRANSPAC on July 10, 2014 and authorized for circulation to the member jurisdictions for final approval.

Discussion

The proposed Measure J Program 28a Cooperative Agreement needs to be approved by the Councils of all five cities in TRANSPAC, the Contra Costa County Board of Supervisors, and the CCTA Board. The agreement will not go into effect until all the parties have approved it.

The CCTA Board has scheduled the proposed agreement for review and consideration on September 17, 2014. Review and approval of the agreement by the TRANSPAC jurisdictions is also expected to occur in September 2014.

Once approved by all parties, the City of Concord will be eligible to receive a total of \$8 million in Measure J 28a funds through the year 2034, including approximately \$890,000 in January 2015 followed by an average payment of \$355,000 per year, starting in November 2015 and ending in November 2034. The City will have full discretion on use of these funds for street maintenance activities and transportation improvement projects.

The objective on establishment of this new stream of funds is to enhance the ability of local jurisdictions in Central County (including the City of Concord) to maintain their transportation infrastructure, repair roads, and expedite implementation of transportation CIP projects.

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CED Staff has advised the Finance Department of the new Measure J 28a revenue source that will be available to the City for the next 20 years if the proposed cooperative agreement is approved. A new fund account (Fund 485) will be established to deposit and monitor these funds as they are received each year from CCTA, similar to Fund 475 which was established in FY 2008-09 to deposit Measure J return-to-source funds.

The first disbursement of \$890,000 in Measure J 28a funds will be transmitted to the City during FY 2014-15 as noted above. As such, staff recommends that the adopted municipal budget for FY 2014-15 be amended to incorporate these funds into the ten-year financial forecast. Furthermore, it is recommended that the \$890,000 be allocated to street/infrastructure maintenance improvements and new CIP projects as listed below with the indicated apportionments, or as otherwise directed by the City Council.

Citywide Pavement Striping Maintenance – (\$120,000)

Based on recent discussions with the Public Works Department, staff proposes to appropriate \$120,000 in Measure J 28a funds to restripe the pavement on Kirker Pass/Ygnacio Valley Road from Clearbrook Drive to Cowell Road, and to restripe Willow Pass Road between Lynwood Drive and the City limit near Highway 4 for improved roadside visibility. These improvements will enhance traffic safety on these streets which have higher speed limits than other streets in the City.

The Public Works Department will be responsible for implementing this project as a maintenance improvement without the need to include the project in the CIP program.

Signalized Intersection Battery Backup Units – (\$80,000)

Based on feedback received from the Public Works Department, staff proposes to appropriate \$80,000 in Measure J 28a funds to install Battery Backup Units (BBUs) at ten major signalized intersections where BBUs do not exist. These installations would occur in FY 2014-15 on Clayton Road, Concord Avenue, Kirker Pass Road, Monument Boulevard, Port Chicago Highway, Treat Boulevard, Willow Pass Road, and Ygnacio Valley Road. Battery backup units are recommended at these locations to provide hours of reliable, constant and consistent power through power outages, incidents and other disturbances.

The Public Works Department will be responsible for implementing this project as a maintenance improvement without the need to include the project in the CIP program.

Detroit Avenue/Whitman Drive Pedestrian Improvements – New CIP Project No. 2318 – (\$50,000)

This project will improve pedestrian safety at the intersection of Detroit Avenue and Whitman Drive by widening the sidewalk on the existing Contra Costa Canal bridge north of the intersection and constructing sidewalk connections to the north and south on Detroit Avenue and ADA improvements at Whitman Drive. The bridge consists of two travel lanes (one in each direction) and a narrow sidewalk on the west side of the bridge. The widening of this sidewalk will be accomplished by reducing the width of each travel lane from 13 feet to 11 feet. The extra four feet gained from this modification will allow the pedestrian sidewalk to be

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widened from three feet to seven feet for a safer and more adequate walking path. The lane width reduction to 11 feet will continue to allow vehicles to travel safely over the bridge.

The proposed appropriation of \$50,000 in Measure J 28a funds to this new CIP project will enable the City to retain consultant services to prepare project design in FY 2014-15. Total project cost is estimated at \$200,000. Additional Local Measure J funds could be used to cover project construction costs, as part of the FY 2015-16 budget process.

Monument Boulevard Design Improvements – New CIP Project No. 2319 – (\$100,000)

When ultimately funded and implemented, this project will eliminate a 10-foot wide curb extension that protrudes into the travel way on eastbound Monument Boulevard west of Mi Casa Court. The removal of this curb extension will allow for three eastbound travel lanes to flow continuously from Victory Lane to east of Detroit Avenue. The curb extension forms a chokepoint and a potential safety hazard for eastbound traffic flow during the PM commute period, as the rightmost lane is forced to merge into the middle lane for a short distance of 200 feet to travel around the curb extension. As a result, traffic backs up in this area on a regular basis during the evening commute hours. Congestion in this area and safety concerns are expected to intensify in the future as more development occurs along the Monument corridor.

The proposed appropriation of \$100,000 in Measure J 28a funds to this new CIP project will enable the City to retain consultant services in FY 2014-15 to identify the needed right-of-way acquisition and to prepare a preliminary design/utility relocation plan. Total project cost is estimated at \$600,000. No other sources of funding have been identified to date for this project. However, it is important to complete the preliminary design and right-of-way investigation at this time, so that the project could be leveraged to compete for outside grant funding to complete final design, right-of-way acquisition and construction.

The preliminary design work outlined above will be coordinated closely with the Monument corridor community and will give stakeholders the opportunity to voice their interests and provide input.

Galindo Street Multi-Modal Design Improvements – New CIP Project No. 2321 – (\$125,000)

When fully funded and implemented, this project will improve traffic flow through the Concord Avenue-Galindo Street corridor by changing the lane striping between Bonifacio/Harrison Street and Laguna Street to a more efficient configuration to improve vehicle flow within the existing cross-section and better accommodate pedestrian, bicycle and transit travel. A limited amount of right-of-way take will be needed on the west side of Galindo Street from Concord Boulevard to Clayton Road to accommodate the lane transitions for southbound traffic. This project is consistent with *Policy C-2-4* of the Downtown Concord Specific Plan.

Project work will also include the full rehabilitation of the pavement on this segment of Concord Avenue-Galindo Street. When completed, this project will significantly improve traffic flow in downtown Concord during the peak hours, reduce pedestrian delay to cross Galindo Street, provide Class 2 dedicated bike lanes on Galindo Street between Clayton Road and Laguna Street, facilitate travel for transit buses, and reduce emergency response time.

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The proposed appropriation of \$125,000 in Measure J 28a funds to this new CIP project will enable the City to retain consultant services in FY 2014-15 to prepare a precise alignment plan for this corridor and to identify the right-of-way take area that should be secured for the project. Total project cost is estimated at \$3.5 million. No other sources of funding have been identified to date for this project. However, it is important to complete the precise alignment plan and right-of-way review at this time, so that the project could be leveraged to compete for outside grant funding to complete final design, right-of-way acquisition and construction.

Citywide Traffic Signal System Upgrade – New CIP Project No. 2322 – (\$225,000)

When fully funded and implemented, this project will upgrade the City's traffic management system to improve traffic flow and safety for all modes of transportation in the City. The project will provide the necessary tools to monitor traffic operations more efficiently, update local traffic signal timings from City offices at a faster rate of transmission, manage traffic incidents in and around the City in real time, diagnose traffic signal problems from a central location for proper dispatching of maintenance personnel and troubleshooting, and implement advanced traffic signal timing techniques.

In general, this project will include the improvements listed below. (More details on these improvements will become available in 2015 with the completion of the ongoing Phase 2 Traffic Signal System Master Plan study.) The project will be closely coordinated with the IT, Police and Public Works Departments. Total project cost is estimated at \$2 million and will generally include the following improvements:

- Replace the City's outdated Streetwise central traffic management software with the new advanced ATMS.now platform to serve as the foundation for an effective transportation management system for the City;
- Establish a Traffic Management Center (TMC) as the hub where all the City's traffic signals and cameras and other devices can be monitored in an integrated fashion by transportation staff, Police personnel, Public Works staff, and others;
- Acquire user license for traffic signal adaptive software;
- Install workstation PC hardware;
- Install CCTV, IP-based Pan-Tilt-Zoom, heated dome housing cameras at critical intersections;
- Install video server hardware;
- Integrate alarm trigger systems;
- Install Actelis Ethernet-over-copper or fiber modems at intersections;
- Upgrade traffic signal controllers;
- Upgrade vehicle, pedestrian and bicycle detection systems at signalized intersections;
- Install vehicle/bicycle video detection at selected locations as a pilot project;
- Integrate the traffic signal interconnect network with the City's fiber-optic cable network serving City-owned facilities;

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- Replace damaged traffic signal interconnect cable and repair system communication problems; and
- Other unidentified improvements.

These improvements are expected to take several years to fund and complete (e.g., 5+ years) and should be implemented incrementally over time as more funding becomes available.

The proposed appropriation of \$225,000 in Measure J 28a funds will enable the City to acquire the ATMS.now software to serve as the foundation for modernizing the City's transportation management system. The installation of the ATMS.now platform in 2015, coupled with the completion of the Phase 2 Traffic Signal System Master Plan study, will enable the City to seek federal, State and regional funding from the Metropolitan Transportation Commission (MTC) and CCTA to carry out the remaining improvements listed above.

ATMS.now represents the new generation of software previously known as Streetwise. The City has been using the legacy Streetwise software for more than ten years to monitor traffic flow in the City from a central location and to communicate with traffic signal controllers in the field. Streetwise has performed exceptionally well over the years in Concord and in other cities in the U.S., but is no longer supported by the vendor company (Naztec). Naztec was recently acquired by another company called Trafficware which is responsible for the development of ATMS.now as engineered by Naztec. ATMS.now is compatible with the controller software that operates in the City's 2070 controllers. ATMS.now can be installed in a seamless fashion in Concord without requiring any additional staff training to program controllers or the need to acquire new controller software at a substantially higher cost.

The City's Transportation Manager's evaluation supports the acquisition of ATMS.now as the best choice for the City based on the above factors and the system's solid track record as the country's best cutting edge technology for managing traffic signal systems. IT staff has been intimately involved in this review process and supports this recommendation.

Remaining Fund Balance – (\$190,000±)

Staff recommends that the remaining balance of \$190,000± from the Measure J 28a revenue in FY 2014-15 be left unappropriated in Fund 485 Balance at the present time. This sum may be used in the near future to provide match funds to compete for federal funding on new CIP projects and/or for contingency purposes to supplement ongoing projects.

Legal Review

The proposed Measure J Program 28a Cooperative Agreement has been reviewed by the City Attorney's staff, as well as by the City Attorneys or Legal Counsels for the other TRANSPAC jurisdictions and CCTA. Comments from all the parties were discussed with CCTA staff and incorporated into the agreement as appropriate, including input from the City of Concord.

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Fiscal Impact

If the proposed Measure J Program 28a Cooperative Agreement is approved by CCTA and all the TRANSPAC jurisdictions (including the City of Concord), the City will be eligible to receive \$8 million in Measure J 28a funds through the year 2034, including approximately \$890,000 in January 2015 followed by an average payment of \$355,000 per year, starting in November 2015 and ending in November 2034. These funds will be used to pay for local street maintenance and transportation improvements.

A new fund account (Fund 485) will be established to deposit and monitor the Measure J 28a revenues as they are received each year from CCTA. The adopted municipal budget for FY 2014-15 should also be amended to incorporate these funds into the ten-year financial forecast. Furthermore, the first disbursement of \$890,000 anticipated in January 2015 should be allocated to street/infrastructure maintenance improvements and new CIP projects as listed above with the indicated apportionments, or as otherwise directed by the City Council.

In September of each year, the City will be required to submit a form to CCTA indicating how the Measure J 28a funds were expended for the previous fiscal year and how much, if any, of the funds are carried over into the next fiscal year. CED staff will work closely with the Finance Department to provide this information on schedule. The level of effort required to provide this information once-a-year is minimal and should not interfere with the staff's workload.

Public Contact

Posting of the Council Agenda provides public notice.

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Recommendation for Action

Staff recommends that the City Council adopt Resolution No. 14-64 approving the Measure J Program 28a Cooperative Agreement and authorizing the Mayor to sign the agreement; and amending the adopted Municipal Budget for Fiscal Year 2014-15, including the Ten-Year Financial Forecast and the Capital Improvement Program, to acknowledge these additional funds.

Prepared by: Ray Kuzbari
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Scott P. Johnson
Assistant City Manager
scott.johnson@cityofconcord.org

Reviewed by: Victoria Walker
Director of Community & Economic Development
victoria.walker@cityofconcord.org

Attachment 1: Proposed Measure J Program 28a Cooperative Agreement

Attachment 2: Proposed Resolution No. 14-64

COOPERATIVE AGREEMENT NO. 28C.02

This COOPERATIVE AGREEMENT (this "AGREEMENT") is effective this ____ day of _____, 2014 among CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY"), CONTRA COSTA COUNTY, a political subdivision of the State of California ("CONTRA COSTA"), CITY OF CONCORD, a municipal corporation of the State of California ("CONCORD"), the CITY OF CLAYTON, a municipal corporation of the State of California ("CLAYTON"), the CITY OF MARTINEZ, a municipal corporation of the State of California ("MARTINEZ"), the CITY OF PLEASANT HILL, a municipal corporation of the State of California ("PLEASANT HILL"), and the CITY OF WALNUT CREEK, a municipal corporation of the State of California ("WALNUT CREEK" and together with AUTHORITY, CONTRA COSTA, CONCORD, CLAYTON, MARTINEZ, PLEASANT HILL and WALNUT CREEK, the "PARTIES" and each separately, a "PARTY").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01) "hereinafter MEASURE C") as amended by (#04-02), hereinafter referred to as "MEASURE J" approved by the voters of the Contra Costa County on November 2, 2004, CONTRA COSTA, CONCORD, CLAYTON, MARTINEZ, PLEASANT HILL, AND WALNUT CREEK (each, a "PARTNER JURISDICTION" and collectively, the "PARTNER JURISDICTIONS"), and AUTHORITY desire to enter into this AGREEMENT to define a framework to enable the parties to utilize Program 28a funds in MEASURE J.

B. PARTNER JURISDICTIONS shall propose programming Program 28a funds to any project or program identified in the Measure J Expenditure Plan or eligible under the provisions of the Local Transportation Authority and Improvement Act ("PROJECT") and AUTHORITY shall disburse collected funds under Program 28a as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth above and the

rights and obligations set forth in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, AUTHORITY and each PARTNER JURISDICTION hereby agree to the following:

SECTION 1

PARTNER JURISDICTIONS AGREE:

1. On September 1st of each year to submit a form indicating how Program 28a funds were expended for the previous fiscal year and how much, if any, of the funds are remaining.
2. Commit to not use Program 28a funds for staff time, unless it is directly related to a project funded by Program 28a.
3. Each PARTNER JURISDICTION shall maintain true and complete records in connection with the PROJECT, and shall retain all such records for at least thirty-six (36) months after the delivery of the form to the AUTHORITY as provided in Section 1.
4. To allow the AUTHORITY to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of each fiscal year of the PROJECT, and for four (4) years following each fiscal year of the PROJECT, or earlier discharge of the AGREEMENT, PARTNER JURISDICTION will make available to the AUTHORITY all records relating to expenses incurred in performance of this AGREEMENT.

SECTION 2

AUTHORITY AGREES:

1. To disburse Program 28a funds to PARTNER JURISDICTIONS in January 2015 for revenues collected for Fiscal Year 2013-14 and prior, and thereafter make annual allocations to PARTNER JURISDICTIONS starting in November for the previous fiscal year, from November 2015 until November 2034 using a 50/50 population and road miles split formula, adjusted for appropriation made to Pleasant Hill under Resolution 14-02-P, as provided in Exhibit A attached hereto and incorporated herein by reference.

SECTION 3

IT IS MUTUALLY AGREED:

1. Term. The term of this AGREEMENT shall commence on _____, 2014 and shall remain in effect until terminated as provided in Section 9.

2. Additional Acts and Documents. Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the AGREEMENT.

3. Amendment. This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

4. Assignment. This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTIES.

5. Binding on Successors. This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

6. Indemnification.

a. AUTHORITY hereby agrees to indemnify, defend, assume all liability for and hold harmless each PARTNER JURISDICTION, its officers, employees, agents, and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "CLAIMS") arising out of or in any way connected to AUTHORITY its officers, agents, or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the termination of the AGREEMENT and shall apply except as to the sole negligence or willful misconduct of a PARTNER JURISDICTION.

b. Each PARTNER JURISDICTION hereby agrees to indemnify, defend,

assume all liability for and hold harmless AUTHORITY and its member agencies, officers, employees, agents and representatives, to the maximum extent allowed by law, from all CLAIMS arising out of or in any way connected to the PARTNER JURISDICTION, its officers, agents or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the termination of the AGREEMENT and shall apply, except as to the sole negligence or willful misconduct of AUTHORITY.

7. Compliance with Laws. AUTHORITY and each of the PARTNER JURISDICTIONS shall comply with all applicable federal and state laws and regulations regarding the work performed and the reimbursements requested.

8. Notices. All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this Agreement to the following address:

Hisham Noeimi
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
hnoeimi@ccta.net

John Cunningham
Contra Costa County
30 Muir Road Martinez, CA 94553
john.cunningham@dcd.cccounty.us

Charlie Mullen
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
cmullen@ci.clayton.ca.us

Ray Kuzbari
City of Concord
1950 Parkside Drive Concord,
CA 94519
ray.kuzbari@cityofconcord.org

Tim Tucker
City of Martinez
525 Henrietta Street
Martinez, CA 94553
ttucker@cityofmartinez.org

Eric Hu
City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
EHu@ci.pleasant-hill.ca.us

Jeremy Lochirco
City of Walnut Creek
1666 North Main Street
Walnut Creek, CA, 94596
lochirco@walnut-creek.org

9. Termination of Agreement. A PARTY may terminate this Agreement at any time by giving written notice of termination to each of the other PARTIES which shall specify the effective date thereof; provided that any notice of termination shall be given at least thirty (30) days before its effective date.

10. Entire Agreement. This Agreement is the entire agreement among AUTHORITY

and the PARTNER JURISDICTIONS relating to the subject matter of this Agreement. All PARTIES acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement. If any provision of this Agreement is void or otherwise unenforceable, the remainder of the Agreement shall continue in full force and effect. Any changes to the terms and provisions of this Agreement or affecting the obligations of the PARTIES set forth in this Agreement shall be by written amendment signed by all PARTIES.

11. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of a PARTY to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

12. Waiver. No waiver by a PARTY of any default or breach of any covenant by the other PARTIES shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving PARTY.

13. Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and venue shall be in Contra Costa County.

14. Authority. All PARTIES executing this Agreement represent and warrant that they are authorized to do so.

15. Counterparts. This AGREEMENT may be executed in counterparts.

16. Limitations. All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to collect and expend the sales tax proceeds provided by MEASURE C and MEASURE J. If for any reason the AUTHORITY'S right to collect or expend such sales tax proceeds is terminated or suspended in whole or part,

the AUTHORITY shall promptly notify PARTNER JURISDICTIONS, and the PARTIES shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, of funds for such purposes.

[Signatures on the following pages]

CONTRA COSTA TRANSPORTATION AUTHORITY

By: Ken Romick, Chair

Date _____, 2014

APPROVED AS TO FORM:

By: Malathy Subramanian, General Counsel

Date _____, 2014

CONTRA COSTA COUNTY

By:

Date _____, 2014

APPROVED AS TO FORM:
Sharon Anderson, County Counsel

By: Deputy County Counsel

Date _____, 2014

CITY OF CLAYTON

By: (Name, Title)

Date _____, 2014

APPROVED AS TO FORM:

By: Best Best & Krieger, City Attorney

Date _____, 2014

CITY OF CONCORD

By: (Name, Title)

Date _____, 2014

APPROVED AS TO FORM:

By: Mark Coon, City Attorney

Date _____, 2014

CITY OF MARTINEZ

By: (Name, Title)

Date _____, 2014

APPROVED AS TO FORM:

By: Walter & Pistole, City Attorney

Date _____, 2014

CITY OF PLEASANT HILL

By: (Name, Title)

Date _____, 2014

APPROVED AS TO FORM:

By: Janet Coleson, City Attorney

Date _____, 2014

CITY OF WALNUT CREEK

By: (Name, Title)

Date _____, 2014

APPROVED AS TO FORM:

By: Steve Mattas, City Attorney

Date _____, 2014

Exhibit A*

PROGRAMMING OF MEASURE J PROGRAM 28(a) FUNDS TO LOCAL JURISDICTIONS													
Jurisdiction	Distribution of Funds by Population & Road Miles			Projected Disbursements of Funds									
	Population	Road Miles	Average	Jan-15	Nov-15	Nov-16	Nov-17	Nov-18	Nov-19	Nov-20	Nov-21	Nov-22 to Nov-34	TOTAL
Clayton	3.47%	4.26%	3.87%	\$94,112	\$28,195	\$30,327	\$31,501	\$32,676	\$33,938	\$32,285	\$32,466	\$533,177	\$848,677
Concord	38.75%	34.34%	36.55%	\$889,866	\$266,590	\$286,748	\$297,856	\$308,964	\$320,895	\$305,270	\$306,978	\$5,041,383	\$8,024,551
County	15.24%	19.60%	17.42%	\$424,175	\$127,076	\$136,685	\$141,980	\$147,275	\$152,962	\$145,514	\$146,328	\$2,403,089	\$3,825,084
Martinez	11.45%	11.18%	11.32%	\$275,519	\$82,541	\$88,783	\$92,222	\$95,661	\$99,355	\$94,517	\$95,046	\$1,560,904	\$2,484,548
Pleasant Hill	10.53%	11.81%	11.17%	\$750,000	\$0	\$0	\$0	\$0	\$0	67,979	\$93,828	\$1,540,902	\$2,452,709
Walnut Creek	20.56%	18.81%	19.69%	\$479,327	\$143,599	\$154,457	\$160,441	\$166,424	\$172,850	\$164,434	\$165,354	\$2,715,546	\$4,322,432
TOTAL	100.00%	100.00%	100.00%	\$2,913,000	\$648,000	\$697,000	\$724,000	\$751,000	\$780,000	\$810,000	\$840,000	\$13,795,000	\$21,958,000

*Future disbursements are subject to change as Measure J revenue forecast is updated. Disbursements will be based on actual receipts

**City of Pleasant was appropriated \$750,000 on January 15, 2014 for the Contra Costa Blvd Improvements project (Project 24026) under Resolution 14-02-P (Cooperative Agreement 28C.01) which will be provided under reimbursement basis.

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving the Measure J Program 28a
Cooperative Agreement and Authorizing the Mayor
to Sign the Agreement; and Amending the Adopted
Municipal Budget for Fiscal Year 2014-15, Including
the Ten-Year Financial Forecast and the Capital
Improvement Program**

Resolution No. 14-64

WHEREAS, the Transportation Partnership and Cooperation (TRANSPAC) Board and the Contra Costa Transportation Authority (CCTA) Board have approved the Measure J Program 28a Cooperative Agreement among CCTA and the member jurisdictions of TRANSPAC; and

WHEREAS, said agreement was developed to augment the Measure J return-to-source funds for all Central County (Partner) jurisdictions (including the Cities of Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the unincorporated area of Central County) by utilizing Program 28a as an annual stream of funds; and

WHEREAS, Measure J 28a funds will be divided among the Partner jurisdictions based on population and road miles; and

WHEREAS, Measure J 28a funds will be disbursed to Partner jurisdictions in January 2015 for revenues collected by CCTA for Fiscal Year 2013-2014 and prior, and thereafter annual payments to Partner jurisdictions will be made starting in November for the previous fiscal year, from November 2015 until November 2034; and

WHEREAS, said disbursements should be incorporated into the City of Concord's Ten-Year Financial Forecast starting in FY 2014-15; and

WHEREAS, the City's share of the first disbursement of Measure J 28a funds anticipated in January 2015 is estimated at \$890,000; and

WHEREAS, said disbursement in January 2015 should be incorporated into the City's adopted Municipal Budget for FY 2014-15 to account for a new funding source to maintain the City's transportation infrastructure, repair roads, and support the Capital Improvement Program (CIP).

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Exhibit A
To Resolution No. 14-64

Appropriation of Fund 485 (Measure J 28a) Revenues for FY 2014-15

Public Works Operating Budget	New Fund	Program	Account	Subaccount	Name	Appropriated Amount
	485	5320-1Z01	63800	400	Contracts - Miscellaneous	\$120,000
	485	5340-1Z01	71250	--	Supplies	\$80,000

New Capital Improvement Program Projects	New Fund	New Project No.	Project Name	Appropriated Amount
	485	2318	Detroit Avenue/Whitman Drive Pedestrian Improvements	\$50,000 (Design)
	485	2319	Monument Boulevard Design Improvements	\$100,000 (Design)
	485	2321	Galindo Street Multi-Modal Design Improvements	\$125,000 (Design)
	485	2322	Citywide Traffic Signal System Upgrade	\$225,000 (Software)

Remaining Fund Balance	New Fund	Unappropriated Amount
	485	\$190,000± (Estimated)

FY 2014-15 Disbursement	New Fund	Total Amount
	485	\$890,000± (Estimated)